Donna A. Tobin (DT-2430)
Kimberly M. Maynard (KM-6722)
FRANKFURT KURNIT KLEIN & SELZ, P.C.
488 Madison Avenue
10th Floor
New York, NY 10022

Attorneys for Plaintiff Bimo Development, LLC

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

BIMO DEVELOPMENT, LLC Plaintiff, v. URBAN STANDARD DEVELOPMENT LLC Defendant.	**COMPLAINT**

Plaintiff Bimo Development, LLC by and through its undersigned attorneys, hereby submits this Complaint against Defendant Urban Standard Development LLC for trademark infringement, unfair competition and false designation of origin and deceptive practices, arising out of the unlawful use of the trademarks URBAN STANDARD, URBAN STANDARD DEVELOPMENT and URBAN STANDARD CAPITAL, which are nearly identical to Plaintiff's trademarks URBAN STANDARD and URBAN STANDARD GENERAL CONTRACTING and design. Plaintiff hereby states as follows:

PARTIES

1. Plaintiff Bimo Development, LLC is a New York limited liability company having its principal place of business at 1572 85th Street, Brooklyn, New York 11228.

2. Upon information and belief, Defendant Urban Standard Development LLC (hereinafter "USD" or "Defendant") is a New York limited liability company having a principal place of business at 27 West 20th Street, Suite 700, New York, New York 10011.

JURISDICTION AND VENUE

3. This is an action for trademark infringement arising under Section 32 of the Lanham Act, 15 U.S.C. § 1114; unfair competition, false designation of origin and trademark infringement arising under Section 43(a) of the Lanham Act, 15 U.S.C. § 1125; and for violations of the statutory and common laws of New York.

4. This Court has subject matter jurisdiction over this action under 15 U.S.C. § 1121(a) and 28 U.S.C. §§ 1331, 1338 (a) and (b), and pendant jurisdiction under 18 U.S.C. § 1367.

5. This Court has personal jurisdiction over Defendant because, among other things, upon information and belief, Defendant conducts its business in this judicial district. Upon information and belief, Defendant advertises, markets, offers to render and renders services in association with the URBAN STANDARD, URBAN STANDARD DEVELOPMENT and URBAN STANDARD CAPITAL trademarks in this district. By these activities, Defendant has directly infringed Plaintiff's URBAN STANDARD and URBAN STANDARD GENERAL CONTRACTING trademarks in this judicial district.

6. Venue is proper in this Court under 28 U.S.C. §§ 1391(b)-(d) because, upon information and belief, Defendant is located in and conducts a substantial portion of its business in this judicial district and has directly infringed Plaintiff's URBAN STANDARD and URBAN STANDARD GENERAL CONTRACTING trademarks in this district by, among other things, advertising, marketing, offering to render, and rendering services in association with the URBAN

STANDARD, URBAN STANDARD DEVELOPMENT and URBAN STANDARD CAPITAL trademarks in this district.

PLAINTIFF'S TRADEMARKS

7. Bimo Development LLC's exclusive licensee, Urban Standard General Contracting, LLC, is a related company under common control with Bimo Development LLC (collectively, "Bimo"), and is a general contracting company based in New York City with a focus on construction and construction management in connection with the building and renovating of residential and commercial properties, primarily in New York, New Jersey and Connecticut.

8. Bimo is regularly engaged by consumers, including real estate owners and developers, to supervise, manage and conduct construction projects, including the building of residential and commercial spaces and the renovation of existing residential and commercial spaces.

9. Bimo's customers include commercial businesses who own or lease commercial and residential spaces.

10. Bimo works with its customers to create budgets for their construction projects, to manage the overall progress of each project, and to ensure that each project is completed in a timely, cost-efficient and professional manner.

11. Bimo performs tasks involved in building and renovating commercial and residential spaces.

12. For other tasks, Bimo hires and manages skilled workers including for plumbing, heating and air conditioning, carpentry, drywall, plumbing, painting, electrical, HVAC services, skim coating, and flooring ("Sub-Contractors").

13. In connection with its services, Bimo has used the trademark URBAN STANDARD continuously in interstate commerce, including in New York State, in connection with its contracting, building, development and renovation services, since at least as early as March 2014.

14. Further, in connection with its services, Bimo has used the URBAN STANDARD trademark continuously in New York State since at least as early as 2013.

15. Bimo owns U.S. Registration No. 4,855,127, which issued on the Principal Register of the United States Patent and Trademark Office on November 17, 2015, for URBAN STANDARD for use in connection with "general contractor services, namely, residential renovation, commercial renovation, plumbing, heating and air conditioning, carpentry, drywall, plumbing, painting, electrical, HVAC services, skim coating, and flooring" (the "URBAN STANDARD Word Mark"). A true and correct copy of a printout of the Status Page from the United States Patent and Trademark Office's Trademark Status and Document Retrieval System for the URBAN STANDARD trademark ("TSDR Status Page") is attached hereto as **Exhibit A**.

16. In connection with its services, Bimo has used the below trademark continuously in interstate commerce, including in New York State, in connection with its contracting building, development and renovation services since at least as early as March 2014:

(the "USGC Design Mark" and together, with the URBAN STANDARD Word Mark, the "URBAN STANDARD Marks").

17. Bimo owns U.S. Application Ser. No. 86/590,434, which it filed on the Principal Register of the United States Patent and Trademark Office on April 8, 2015 and which was published on March 14, 2017, for the USGC Design Mark for use in connection with "general contractor services, namely, residential renovation, commercial renovation, plumbing, heating and air conditioning, carpentry, drywall, painting, electrical, HVAC services, skim coating, and flooring." A true and correct copy of the TSDR Status Page for the USGC Design Mark Application is attached hereto as **Exhibit B**.

18. Bimo tightly controls the URBAN STANDARD Marks, allowing them to be used only in connection with services provided directly by Bimo or services rendered by Sub-Contractors carefully vetted and approved by Bimo.

19. Specifically, Bimo performs itself and/or manages and oversees all construction work conducted on each of its building and renovation projects, ensuring that all tasks are completed professionally, on time, on budget, of the highest quality and, importantly, to its clients' satisfaction.

20. To ensure that all services rendered in connection with the URBAN STANDARD Marks are of the utmost, consistently high quality, Bimo carefully vets the Sub-Contractors it hires to assist in its construction and renovation projects. Among other things, Bimo carefully reviews references for and projects previously completed by prospective Sub-Contractors.

21. Bimo undertakes significant steps at each construction and renovation site to ensure that each site and all work performed on that site is safe and in compliance with relevant city, state and federal codes and laws.

22. To guarantee that all tasks meet Bimo's strict criteria, it regularly and thoroughly inspects each project as it is underway, after each Sub-Contractor has finished a particular task and at the completion of each project.

23. As a result of Bimo's investment in and efforts to consistently meet its own strict quality-control requirements and its insistence that its Sub-Contractors do the same, Bimo has earned a reputation as a reliable, trust-worthy provider of consistent, high-quality construction, building, renovation, and general contracting.

24. Bimo also spends significant time and effort developing relationships with Sub-Contractors in order to ensure that it has a supply of professional, reliable and highly skilled labor.

25. With this reputation for professional, reliable management of Sub-Contractors, Bimo has access to a pool of Sub-Contractors that can perform work in line with Bimo's strict quality control requirements and, thereby, ensure that Bimo can maintain its reputation among its customers for its excellent work.

26. Bimo's reputation for professional, honest dealings among Sub-Contractors is as invaluable as its reputation for professional, high-quality work among its customers.

27. Bimo advertises, markets and offers to render the above construction, building, and renovation services in connection with its URBAN STANDARD Marks.

28. Bimo also uses its URBAN STANDARD Marks through its website, www.urbanstandard.nyc, which is accessed by consumers and Sub-Contractors in interstate commerce in the United States, including in New York.

29. Bimo has expended significant time and resources on advertising and rendering its services in connection with the URBAN STANDARD Marks.

30. Importantly, much of Bimo's advertising is done through word-of-mouth recommendations by Bimo's customers, who refer to Bimo by referencing the URBAN STANDARD Marks.

31. Further, Bimo's ability to continue to retain quality Sub-Contractors is dependent upon the word-of-mouth recommendations provided by its Sub-Contractors, who refer to Bimo by using the URBAN STANDARD Marks.

32. As a result of the above, including Bimo's long-standing, continuous use of the URBAN STANDARD Marks on high-quality, reliable building, construction, renovation, general contracting and other services and its substantial advertising, marketing and word-of mouth promotional efforts, Bimo has enjoyed substantial sales of, and earned significant revenue from, its URBAN STANDARD-branded services.

33. As a further result of the above, the URBAN STANDARD Marks have become well and favorably known in the United States, including in New York State, as a source of URBAN STANDARD-brand building, construction, renovation, general contracting, and other services and Bimo enjoys substantial goodwill in its URBAN STANDARD Marks which signify the services Bimo provides in connection therewith.

34. The URBAN STANDARD Marks are Bimo's single most valuable and important asset.

DEFENDANT'S INFRINGEMENT OF THE URBAN STANDARD TRADEMARKS

35. Upon information and belief, Defendant specializes in the management of construction projects, the building of commercial and residential spaces and the renovation of existing commercial and residential spaces.

36. Upon information and belief, Defendant maintains its offices in New York City, through which it provides construction and renovation services in New York City and the surrounding boroughs.

37. Upon information and belief, after Bimo adopted and began using its URBAN STANDARD Marks in interstate commerce, Defendant adopted and began using the trademarks URBAN STANDARD, URBAN STANDARD DEVELOPMENT and URBAN STANDARD CAPITAL (the "US Infringing Marks") in connection with real estate development and construction management, including the building and renovation of commercial and residential space, and the renovation of existing commercial and residential spaces.

38. Upon information and belief, Defendant uses the US Infringing Marks to advertise, market, offer to render, and render in New York identical or, at the very least, highly related services as those advertised, marketed and rendered by Bimo in connection with its URBAN STANDARD Marks, namely the building and renovation of commercial and residential spaces, the provision of general contractor services and the employment of Sub-Contractors.

39. Upon information and belief, Defendant manages and oversees the construction and renovation of commercial and residential buildings in connection with the US Infringing Marks. A page from Defendant's website discussing its services, including its "construction management" services is attached hereto as **Exhibit C**.

40. Upon information and belief, Defendant employs, manages and oversees Sub-Contractors who handle the plumbing, heating and air conditioning, carpentry, drywall, painting, electrical, HVAC services, skim coating, and flooring for construction and renovation projects in connection with the US Infringing Marks.

41. Upon information and belief, Defendant acts as a general contractor or hires general contractors in connection with the US Infringing Marks.

42. Upon information and belief, Defendant manages the financial planning and budget for each construction and renovation project in connection with the US Infringing Marks. See **Exhibit D**.

43. Upon information and belief, Defendant advertises, markets, offers to render, and renders its construction and building services in connection with the US Infringing Marks in the same channels of trade as those in which Bimo advertises, markets, offers to render, and renders its construction and building services, namely to consumers interested in building or renovating residential and commercial spaces.

44. Defendant's use of marks nearly identical or extremely similar to Bimo's URBAN STANDARD Marks in connection with services similar to those rendered by Bimo in connection with its URBAN STANDARD Marks is likely to cause confusion with Bimo's URBAN STANDARD Marks.

45. Upon information and belief, Defendant has marketed and continues to mark its construction and renovation services in connection with its US Infringing Marks including to Bimo's consumers and potential consumers.

46. Upon information and belief, Defendant, through one of its principals Seth Weissman, registered or caused to be registered the domain name urbanstandarddevelopment.com for use in connection with the advertising and rendering of real estate construction and renovation services on or about February 17, 2015, after Bimo adopted and began using its URBAN STANDARD Marks in interstate commerce. A printout showing registration information for this domain name is attached hereto as **Exhibit E**.

47. On information and belief, Defendant is the user of the urbanstandarddevelopment.com domain name.

48. On information and belief, Defendant controls the content posted on the website associated with the urbanstandardevelopment.com domain name.

49. Consumers who become aware of, purchase or consider purchasing services from Defendant are likely to mistakenly believe that such services originate from or are associated with, connected to, affiliated with, or related to Bimo.

50. On or about April 21, 2016, Bimo sent Defendant a letter notifying Defendant of Bimo's rights in its URBAN STANDARD Word Mark and requesting that Defendant cease use of the URBAN STANDARD trademark and all trademarks confusingly similar to the URBAN STANDARD Word Mark. Counsel for Defendant confirmed receipt of this letter on or about April 29, 2016.

51. Since that time, Defendant has continued to use the URBAN STANDARD and URBAN STANDARD DEVELOPMENT trademarks and also has started using the trademark URBAN STANDARD CAPITAL.

52. Defendant adopted and is using the US Infringing Marks without consent from Bimo.

53. The US Infringing Marks are confusingly similar to Bimo's URBAN STANDARD Marks.

54. Defendant's use of trademarks confusingly similar to the URBAN STANDARD Marks on the same and highly related services that are provided by Bimo has removed Bimo's control over the quality of services attributable to Bimo and has placed Bimo's reputation and goodwill in the URBAN STANDARD Marks in the hands of Defendant.

55. Further, Defendant's use of trademarks confusingly similar to the URBAN STANDARD Marks on identical and highly related services different in quality to Bimo's services will cause consumers to erroneously believe that the quality of Bimo's services has changed and will irreparably harm the reputation for the rendering of high-quality, reliable construction and renovation services that Bimo has invested significant time, effort, and resources building.

56. Absent injunctive relief, Defendant's activities will continue, causing unmitigated and irreversible damage to Bimo's reputation, the reputation of its URBAN STANDARD Marks, and the invaluable goodwill therein.

57. Absent injunctive relief, Defendant will benefit unfairly at the expense of Bimo's substantial investment and strict quality control.

COUNT ONE
INFRINGEMENT OF FEDERALLY REGISTERED TRADEMARK UNDER FEDERAL LANHAM ACT, 15 U.S.C. § 1114

58. Bimo repeats and realleges Paragraphs 1-57 as if fully set forth herein.

59. Bimo is the owner of all right, title, and interest in the URBAN STANDARD Word Mark.

60. Defendant's unauthorized marketing, advertisement, promotion, offer to render, and rendering of construction management services in association with the URBAN STANDARD trademark or reproductions, copies or colorable variations thereof has caused and is likely to cause confusion, mistake or deception in that actual and potential customers are likely to erroneously believe that Defendant's services are provided by, sponsored by, approved by, licensed by, affiliated with, or emanate from Bimo.

61. By making unauthorized use in interstate commerce of trademarks that infringe Bimo's URBAN STANDARD Word Mark, Defendant's activities as alleged herein constitute trademark infringement in violation of Section 32 of the Lanham Act, 15 U.S.C. § 1114.

62. Upon information and belief, Defendant's conduct is malicious, intentional and willful.

63. As a direct and proximate result of Defendant's infringement of the URBAN STANDARD Word Mark, Bimo has suffered irreparable harm for which it has no adequate remedy at law.

64. Unless enjoined by this Court, Defendant's wrongful acts will continue and Bimo will continue to suffer irreparable harm for which it has no adequate remedy at law.

COUNT TWO
FALSE DESIGNATION OF ORIGIN, UNFAIR COMPETITION AND TRADEMARK INFRINGEMENT UNDER FEDERAL LANHAM ACT, 15 U.S.C. § 1125(a)

65. Bimo repeats and realleges Paragraphs 1-64 as if fully set forth herein.

66. Bimo is the owner of all right, title and interest in the URBAN STANDARD Marks.

67. Defendant's unauthorized advertisement, marketing, promotion, offer to render, and rendering of real estate construction and renovation services, including construction management services, in association with the URBAN STANDARD Marks or reproductions, copies or colorable variations thereof has caused and is likely to cause confusion, mistake or deception in that actual and potential consumers are likely to erroneously believe that Defendant's services are provided by, sponsored by, approved by, licensed by, affiliated with, or emanate from Bimo.

68. By making unauthorized use in interstate commerce of trademarks that infringe Bimo's URBAN STANDARD Marks, Defendant's activities, as alleged herein, constitute unfair

competition, false designation of origin, trademark infringement, and false description and representation in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

69. Upon information and belief, Defendant's conduct is malicious, intentional and willful.

70. As a direct and proximate result of Defendant's infringement of Bimo's URBAN STANDARD Marks, Bimo has suffered irreparable harm for which it has no adequate remedy at law.

71. Unless enjoined by this Court, Defendant's wrongful acts will continue and Bimo will continue to suffer irreparable harm for which it has no adequate remedy at law.

COUNT THREE
DECEPTIVE ACTS AND PRACTICES
UNDER SECTION 349 OF NEW YORK GENERAL BUSINESS LAW

72. Bimo repeats and realleges Paragraphs 1-72 as if fully set forth herein.

73. Bimo is the owner of all right, title and interest in the URBAN STANDARD Marks nationwide, including in New York.

74. Upon information and belief, through their advertisements, offers to render and rendering of real estate construction and renovation services, including construction management services, in association with Bimo's URBAN STANDARD Marks or colorable imitations thereof, Defendant has engaged in consumer-oriented conduct that has affected the public interest of New York and has resulted in injury to consumers in New York.

75. Defendant's deceptive acts and practices, as described herein, are materially misleading. Upon information and belief, these acts and practices have deceived or have a tendency to deceive a material segment of the public to whom Defendant has directed its marketing activities and Bimo has been injured thereby.

76. Upon information and belief, by the acts described herein, Defendant has willfully engaged in deceptive acts or practices in the conduct of business and furnishing services in violation of Section 349 of the New York General Business Law.

77. Upon information and belief, Defendant's conduct is malicious, intentional and willful and is being committed with predatory interest.

78. As a direct and proximate result of Defendant's wrongful acts, Bimo has suffered irreparable harm for which it has no adequate remedy at law.

79. Unless enjoined by this Court, Defendant's wrongful acts will continue and Bimo will continue to suffer irreparable harm for which it has no adequate remedy at law.

COUNT FOUR
LIKELIHOOD OF INJURY TO BUSINESS REPUTATION UNDER SECTION 360-1 OF NEW YORK GENERAL BUSINESS

80. Bimo repeats and realleges Paragraphs 1-80 as if fully set forth herein.

81. Bimo is the owner of all right, title and interest in the URBAN STANDARD Marks nationwide, including in New York.

82. Plaintiff's URBAN STANDARD Marks as used in connection with real estate construction and renovation services, including construction management services, are arbitrary and distinctive.

83. Defendant's unlawful offer to render and rendering of real estate construction and renovation services, including construction management services, in association with Bimo's URBAN STANDARD Marks or colorable imitations thereof are likely to cause consumers to purchase Defendant's services with the erroneous belief that Defendant is associated with, sponsored by or affiliated with Bimo or that Bimo is the source of the services rendered or offered to render by Defendant.

84. The different quality of Defendant's services is likely to cause consumers to believe that Bimo has changed its quality control standards, causing harm to Bimo's reputation for the production of high quality, reliable real estate construction and renovation services, including construction management services.

85. By the acts described herein, Defendant has caused or is likely to cause a likelihood of harm to Bimo's business reputation in violation of Section 360-1 of New York General Business Law.

86. Upon information and belief, Defendant's conduct is malicious, intentional and willful, and is being committed with predatory intent.

87. As a direct and proximate result of Defendant's wrongful acts, Bimo has suffered irreparable harm for which it has no adequate remedy at law.

88. Unless enjoined by this Court, Defendant's wrongful acts will continue and Bimo will continue to suffer irreparable harm for which it has no adequate remedy at law.

COUNT FIVE
TRADEMARK INFRINGEMENT UNDER COMMON LAW

89. Bimo repeats and realleges Paragraphs 1-88 as fully set forth herein.

90. Bimo is the owner of all right, title and interest in the URBAN STANDARD Marks including all common law rights in the URBAN STANDARD Marks.

91. Defendant is advertising, promoting, rendering, and/or offering to render real estate construction and renovation services, including construction management services, in association with Bimo's URBAN STANDARD Marks or colorable imitations thereof. Such unauthorized use by Defendant of Bimo's URBAN STANDARD Marks or colorable imitations thereof constitutes trademark infringement and is likely to cause confusion and mistake in the minds of the trade and the purchasing public as to the source of Defendant's real estate construction and renovation

services, including construction management services, and to cause purchasers to mistakenly believe such services are actually provided by Bimo.

92. Upon information and belief, Defendant has misappropriated Bimo's URBAN STANDARD Marks, causing confusion, mistake and deception as to the source of its services. Defendant palms off such services as those of Bimo improperly trading upon Bimo's goodwill and Bimo's valuable rights in and to its URBAN STANDARD Marks.

93. Upon information and belief, Defendant committed the acts described herein willfully, in bad faith and in conscious disregard of Bimo's rights and Bimo, therefore, is entitled to exemplary and punitive damages pursuant to the common law of the State of New York in an amount sufficient to punish, deter and make an example of Defendant.

94. By the acts described herein, Defendant has engaged in trademark infringement in violation of the common law of the State of New York.

95. Upon information and belief, Defendant's conduct is malicious, intentional and willful.

96. As a direct and proximate result of Defendant's wrongful acts, Bimo has suffered irreparable harm for which it has no adequate remedy at law.

97. Unless enjoined by this Court, Defendant's wrongful acts will continue and Bimo will continue to suffer irreparable harm for which it has no adequate remedy at law.

COUNT SIX
UNFAIR COMPETITION UNDER COMMON LAW

98. Bimo repeats and realleges Paragraphs 1-97 as if fully set forth herein.

99. Bimo is the owner of all right, title and interest in the URBAN STANDARD Marks, including all common law rights in the URBAN STANDARD Marks.

100. Defendant palms off its services as those of Bimo, improperly trading upon Bimo's goodwill and Bimo's valuable rights in and to its URBAN STANDARD Marks.

101. Upon information and belief, Defendant committed the acts described herein willfully, in bad faith, and in conscious disregard of Bimo's rights and Bimo, therefore, is entitled to exemplary and punitive damages pursuant to the common law of the State of New York in an amount sufficient to punish, deter and make an example of Defendant.

102. By the acts described herein, Defendant has engaged in unfair competition in violation of the common law of the State of New York.

103. Upon information and belief, Defendant's conduct is malicious, intentional and willful.

104. As a direct and proximate result of Defendant's wrongful acts, Bimo has suffered irreparable harm for which it has not adequate remedy at law.

105. Unless enjoined by this Court, Defendant's wrongful acts will continue and Bimo will continue to suffer irreparable harm for which it has no adequate remedy at law.

WHEREFORE, Bimo prays that the Court:

(i) grant a permanent injunction against Defendant's acts and threatened continued acts of trademark infringement, false designation of origin, unfair competition, unfair and deceptive business practices, and injury to business reputation;

(ii) declare, adjudge and decree that Defendant's use and threatened continued use of the US Infringing Marks and Defendant's use of the domain name urbanstandarddevelopment.com constitutes trademark infringement, false designation of origin, unfair competition, unfair and deceptive business practices, and injury to business reputation;

(iii) order that Defendant's trademark application for URBAN STANDARD CAPITAL, U.S. Application Ser. Nos. 86/223,743 be expressly abandoned;

(iv) order that the registration for the domain name urbanstandarddevelopment.com be forfeited, canceled, deleted or transferred to Bimo by the registrant or registrar of that domain name;

(v) award Bimo compensatory damages as provided by law;

(vi) award Bimo statutory damages as provided by law;

(vii) award Bimo punitive damages as provided by law;

(viii) award Bimo its costs, disbursements and attorneys' fees incurred in bringing this action; and

(ix) award Bimo such other and further relief as the Court may deem just and proper.

May 3, 2017

FRANKFURT KURNIT KLEIN & SELZ, P.C.

By: ______________________________

Donna A. Tobin
Kimberly M. Maynard
488 Madison Avenue
10th Floor
New York, NY 10022

Attorneys for Plaintiff Bimo Development, LLC